**United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 562, AFL–CIO *and* Charles E. Jarrell Contracting Company, Inc. and Sheet Metal Workers' International Association, Local Union No. 36, AFL–CIO, Party in Interest.** Case 14–CD–938

September 30, 1999

DECISION AND DETERMINATION OF DISPUTES

BY CHAIRMAN TRUESDALE AND MEMBERS HURTGEN AND BRAME

The charge in this Section 10(k) proceeding was filed on September 18, 1996,[1] and amended on September 20, by Charles E. Jarrell Contracting Company, Inc. (Employer), alleging that the Respondent, Pipefitters Local Union No. 562 (Pipefitters), violated Section 8(b)(4)(D) of the National Labor Relations Act by engaging in proscribed activity with an object of forcing the Employer to assign certain work to employees it represents rather than to employees represented by Sheet Metal Workers, Local Union No. 36 (Sheet Metal Workers). The hearing was held on October 4 before Hearing Officer Donald F. Jueneman.[2]

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board affirms the hearing officer's rulings, finding them free from prejudicial error. On the entire record, the Board makes the following findings.

I. JURISDICTION

The Employer, a Missouri corporation with its principal office in Earth City, Missouri, is engaged in the mechanical design and installation of heating and air conditioning systems, and annually purchases and receives at its St. Louis, Missouri jobsites, directly from points located outside the State of Missouri, goods valued in excess of $50,000. The parties stipulate, and we find, that the Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that Pipefitters and Sheet Metal Workers are labor organizations within the meaning of Section 2(5) of the Act.

II. THE DISPUTES

*A. Background and Facts of the Disputes*

The Employer employs employees represented by Pipefitters and Sheet Metal Workers, and has contractual relationships with each of the competing labor organizations through its membership in and assignment of its bargaining rights to separate multiemployer associations. The collective-bargaining agreement between the Mechanical Contractors Association of St. Louis, Missouri, Inc. (MCA) and Pipefitters is effective from January 1, 1996, through May 31, 2000. At the time of the hearing in this proceeding, the Sheet Metal and Air Conditioning Contractors National Association, St. Louis Chapter (SMACNA) and Sheet Metal Workers had agreed to contract terms for a new collective-bargaining agreement effective May 1, 1996, through August 31, 2001, as a successor to the contract that expired April 30, 1996. The new contract was being prepared for printing and final signatures, but, on instructions from SMACNA, the Employer had already implemented the wage provisions.

1. Home Depot Project

The Employer is a mechanical and heating and air conditioning subcontractor to S.M. Wilson at a project in Brentwood, Missouri, for the construction of a Home Depot store. The subcontract required, in part, the installation of six Co-Ray-Vac[3] type infrared heating systems used to radiate and reflect heat to the ground near large door openings.

In August, the Employer began installation of the Co-Ray-Vac type systems, assigning the entire work to the Pipefitters. On September 6, the Sheet Metal Workers filed a grievance with the Local Joint Adjustment Board for the Sheet Metal Industry (LJAB), contending that its contract had been violated by the assignment of the Co-Ray-Vac work to employees represented by Pipefitters.[4] Only one of the Co-Ray-Vac units remained to be installed at the time the Employer received the grievance. The Employer's treasurer, Prentiss Thomas Owens, testified that during a telephone conversation on September 16, Sheet Metal Workers' business representative, John Lorson, claimed 50 percent of the hangers installation (used to hang the unit from the ceiling) and all of the reflecting shield installation. Lorson denied ever discussing the Co-Ray-Vac work at the Home Depot jobsite during a telephone conversation with Owens. While the Board does not make credibility findings in a Section 10(k) proceeding, "[a] conflict in testimony does not prevent the Board from proceeding with a determination of the dispute under Section 10(k)."[5] In this regard, "[t]he Board is not charged with finding that a [Section 8(b)(4)(D) violation] did in fact occur, but only that reasonable cause exists for finding such a violation."[6] In any event, we note that the record reflects that the Sheet Metal Workers filed a grievance with the LJAB relating to the Co-Ray-Vac work at the Home Depot jobsite, as noted above. The Employer made no change in its assignment of the Co-Ray-Vac work to the Pipefitters.

[1] All dates are 1996, unless stated otherwise.

[2] On October 18, 1996, the Board issued an order consolidating this case for briefing with Cases 14–CD–935, 14–CD–936, and 14–CD–937.

[3] Co-Ray-Vac is a trade name that has become synonymous with a specific type of heating system regardless of the manufacturer of the system. In the instant case, Re-Verber-Ray brand units were to be installed.

[4] The grievance was pending at the time of the hearing.

[5] *Laborers Local 334* (*C.H. Heist Corp.)*, 175 NLRB 608, 609 (1969).

[6] Id.

On September 17, the Employer received, by fax (and subsequently by mail), a letter from Pipefitters' business manager, Jim O'Mara, advising the Employer that any reassignment of the Co-Ray-Vac work would constitute a contract repudiation and would be met with a strike. On or about September 17, Pipefitters' business manager, Jim O'Mara, reportedly informed the Employer's owner that any reassignment of the disputed work would be met with a possible strike or picketing.

2. Bunzl-USA project

The Employer contracted to install a small, ceiling mounted, self-contained, factory assembled, nonducted air conditioning unit for Bunzl-USA at its St. Louis County, Missouri facility. Although the Employer has performed previous work for Bunzl, the contract at issue is for only one unit. The Ceilair brand unit (often referred to as a "Liebert" type of unit), is nonducted. Air drawn into the unit is expelled directly from the unit through baffles into the room below. The Employer anticipated that the work would start during the week after the hearing.

During a telephone conversation occurring on or about September 18, the Employer's treasurer, Owens, told Sheet Metal Workers' business representative, Lorson, about the scheduled work at the Bunzl site and informed him that the Employer had assigned the work to its Pipefitter employees. During this telephone conversation, Lorson claimed one-half of the installation as part of a 50/50 composite crew. On September 26, Sheet Metal Workers filed a grievance with the LJAB, asserting that its contract had been violated by the assignment of the work to employees represented by Pipefitters. The Employer continued to assign the work to employees represented by Pipefitters.

On September 17, the Employer received, by fax (and subsequently by mail), a letter from Pipefitter's business manager, Jim O'Mara, advising the Employer that any reassignment of the work to employees represented by Sheet Metal Workers would constitute a contract repudiation and would be met with a strike. On or about September 17, Pipefitters' business manager, Jim O'Mara, reportedly informed the Employer's owner that any reassignment of the disputed work would be met with a possible strike or picketing.

3. Fern Ridge office project

At the Fern Ridge office project in Creve Coeur, Missouri, the Employer was awarded a contract for, inter alia, the installation of a small, floor mounted, self-contained, factory assembled, nonducted cooling unit in a computer room. The unit consists of a refrigerant compressor with coils, fan, and filter, and a box which is placed on the raised floor to discharge cool air directly into the area below the floor in order to pressurize that area and cool the computer room. The work was in progress at the time of the hearing and was expected to be completed shortly thereafter.

On or about September 18, Sheet Metal Workers' business representative, Lorson, informed the Employer's treasurer, Owens, that Sheet Metal Workers claimed one-half of the installation as part of a 50/50 composite crew. On September 26, Sheet Metal Workers filed a grievance with the LJAB asserting that its contract had been violated by the assignment of the work to employees represented by Pipefitters. The Employer continued to assign the work to employees represented by Pipefitters.

On September 17, the Employer received by fax (and subsequently by mail), a letter from Pipefitters' business manager, Jim O'Mara, advising the Employer that any reassignment of the work to employees represented by Sheet Metal Workers would constitute a contract repudiation and would be met with a strike. On or about September 17, Pipefitters' business manager, Jim O'Mara, reportedly informed the Employer's owner that any reassignment of the disputed work would be met with a possible strike or picketing.

*B. Work in Dispute*

The work in dispute involves the installation of reflector shields and hangers of a Co-Ray-Vac type heating system at the Home Depot store in Brentwood, Missouri;[7] the installation of a small, ceiling mounted, self-contained, factory assembled, nonducted air-conditioning unit at the Bunzl-USA project in St. Louis County, Missouri; and the installation of a small, floor mounted, self-contained, factory assembled, nonducted air conditioning unit at the Fern Ridge office project in Creve Coeur, Missouri.

*C. Contentions of the Parties*

The Employer contends that there is reasonable cause to believe that Pipefitters violated Section 8(b)(4)(D) of the Act and therefore the Board must make a determination of the merits of the disputes. The Employer contends that the disputed work should be awarded to employees represented by Pipefitters based on the factors of employer preference and past practice, area and industry practice, relative skills, and economy and efficency of operations. The Employer also refers to Pipefitters' argument that Pipefitters' collective-bargaining agreement includes all of the disputed work. Relying on the fact that a similar dispute was at issue in *Pipefitters Local 562 (Systemaire*), 320 NLRB 124 (1995), the Employer

[7] At the hearing, the parties stipulated that the work assignment at the Home Depot jobsite concerns a Co-Ray-Vac type heating system rather than a backing system as described in the notice of hearing. Further, although the notice of hearing referred to the assignment of installing exhaust pipes to the Co-Ray-Vac type system at the Home Depot jobsite, the exhaust flue installations were assigned, without dispute, to the Sheet Metal Worker-represented employees. Thus, the disputed work at the Home Depot jobsite includes only the installation of reflector shields and hangers of a Co-Ray-Vac type heating system.

additionally contends that the Board should issue a broad order with respect to the Co-Ray-Vac type heating system.

Pipefitters contends that the work in dispute was properly assigned to employees represented by Pipefitters and, relying on *Systemaire,* supra, contends that the Board should issue a broad order with respect to the Co-Ray-Vac type heating system.

Sheet Metal Workers contends that the notice of hearing should be quashed, alleging that Pipefitters' threats are a sham to invoke the Board's authority and obtain a determination favoring the current assignment of the disputed work to employees represented by Pipefitters. Sheet Metal Workers further contends that the Employer's failure to request Section 10(l) relief against possible threats by Pipefitters indicates that the threats were hollow and were not intended to be implemented. Sheet Metal Workers thus asserts that there is therefore no reasonable cause to believe that Section 8(b)(4)(D) has been violated.

Sheet Metal Workers alternatively contends that, if the Board finds the statute applicable and determines the disputes, the work should be awarded to employees it represents based on the factors of collective-bargaining agreement language, a 1956 jurisdictional agreement between the two Unions, and a 1995 Sheet Metal Industry National Joint Adjustment Board (NJAB) decision involving another employer. Sheet Metal Workers additionally contends that the Board should issue a broad award with respect to all of the disputed work to employees represented by Sheet Metal Workers.[8]

*D. Applicability of the Statute*

Before the Board may proceed with a determination of the disputes pursuant to Section 10(k) of the Act, it must be satisfied that there is reasonable cause to believe that Section 8(b)(4)(D) of the Act has been violated and that the parties have not agreed on a method for voluntary adjustment of the dispute. "This reasonable cause standard is substantially lower than that required to establish that the statute has in fact been violated. In addition, the Board's Section 10(k) procedure, unlike the unfair labor practice procedure, does not call for assessments of the credibility of witnesses*." Plumbers Local 562 (C & R Heating & Service Co.),* 328 NLRB No. 176, slip op. at 1 (1999).

Pipefitters threatened in writing that if the work at the Home Depot, Bunzl-USA, or Fern Ridge office jobsites were reassigned, "[a]ny such reassignment would be considered a violation of the collective bargaining agreement going to the very heart of the agreement and, thus, would constitute a repudiation. Any repudiation of the collective bargaining agreement would be met with a strike." Additionally, Owens testified that the Employer's owner, Mike Jarrell, told him that Pipefitters' business manager, O'Mara, informed Jarrell that, if the work at the Home Depot, Bunzl-USA, or Fern Ridge office jobsites were reassigned, the Pipefitters would possibly strike or picket.

Sheet Metal Workers contends Pipefitters' threats were shams. As detailed above, however, the statements made by a representative of Pipefitters clearly constitute threats of economic action, and the Employer's vice president testified that the Employer took the threats seriously. Apart from its assertions, Sheet Metal Workers has brought forth no evidence establishing that Pipefitters' threats were not genuine or were made in collusion with the Employer. See *Plumbers Local 562 (C & R Heating & Service Co.)*, supra, slip op. at 1–2, and cases cited therein.

In light of the above, we find reasonable cause to believe that a violation of Section 8(b)(4)(D) has occurred and that, as stipulated by the parties, there exists no agreed upon method for voluntary adjustment of the dispute within the meaning of Section 10(k) of the Act. Accordingly, we find that the dispute is properly before the Board for determination.

*E. Merits of the Disputes*

Section 10(k) requires the Board to make an affirmative award of disputed work after considering various factors. *NLRB v. Electrical Workers IBEW Local 1212 (Columbia Broadcasting*), 364 U.S 573 (1961). The Board has held that its determination in a jurisdictional dispute is an act of judgment based on common sense and experience, reached by balancing the factors involved in a particular case. *Machinists Lodge 1743* (*J.A. Jones Construction*), 135 NLRB 1402 (1962).

The following factors are relevant in making the determination of this dispute.

1. Certifications and collective-bargaining agreements

Neither Pipefitters nor Sheet Metal Workers has been certified by the Board as the collective-bargaining representative of the employees performing the disputed work. Accordingly, this factor is not helpful in determining these jurisdictional disputes.

As noted above, the Employer is signatory to a multiemployer collective-bargaining agreement with Pipefitters, which is effective from January 1, 1996, through May 31, 2000. As further noted above, at the time of the hearing in this proceeding, SMACNA and Sheet Metal Workers had agreed to contract terms for a new collec-

[8] Sheet Metal Workers filed a motion for oral argument. This motion for oral argument is denied, as the record and briefs adequately present the issues and positions of the parties.

Sheet Metal Workers also moved the Board to reopen the record in this case for inclusion of the Regional Director's letter of October 4 denying Sheet Metal Workers' request that Region 14 institute Sec. 10(l) injunction proceedings against Pipefitters; in the alternative, Sheet Metal Workers moved the Board to take official notice of the Regional Director's letter. We deny Sheet Metal Workers' motion to reopen the record, but take official notice of the Regional Director's letter of October 4. We find that it does not effect the outcome of this Decision and Determination of Disputes.

tive-bargaining agreement effective May 1, 1996, through August 31, 2001. The new contract was being prepared for printing and final signatures, but the wage provisions had already been implemented.

Pipefitters' agreement states that its terms apply to work by the signatory employers within the jurisdiction of Pipefitters, which is described in the contract to include, inter alia,

> All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.

Article 5, section 4 of Pipefitters' agreement reserves to Pipefitters all "work . . . relating to new installation, reconditioning, or remodeling of heating, air conditioning . . . and like systems, includ[ing] all phases of the work." Article 5, section 7, reserves to Pipefitters "the fabrication and erection of all pipe-work for all mechanical, residential, commercial, manufacturing, and mining purposes."

The expired agreement with Sheet Metal Workers states that its terms apply to employees engaged in, inter alia,

> the manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and all air-veyor systems and air-handling systems regardless of material used including the setting of all equipment and reinforcements in connection therewith.

Among the types of sheet metal work specified as within Sheet Metal Workers' jurisdiction is the following:

> Any and all types of sheet metal work specified for use in connection with or incidental to direct, indirect or other types of heating, ventilating, air conditioning and cooling systems.

Sheet Metal Workers' agreed-upon successor agreement includes an addendum referring to the installation of "all other types of heating systems including "Co-Ray-Vac" and like radiation systems." The successor agreement also includes an addendum referring to "air conditioning units, including raised floor computer room units regardless if duct connected or not."

In view of the above-quoted provisions of its collective-bargaining agreement with the Employer, we find that Pipefitters' current collective-bargaining agreement arguably covers the disputed work at the three sites. In view of the above-quoted provisions of its expired collective-bargaining agreement with the Employer and the addenda contained in its agreed-upon successor agreement, we find that Sheet Metal Workers' agreement arguably covers the work in dispute at the three sites. Because both the Pipefitters' and the Sheet Metal Workers' collective-bargaining agreements reasonably can be read as covering the disputed work at the Home Depot jobsite, the Bunzl-USA jobsite, and the Fern Ridge Office project jobsite, we find that the factor of collective-bargaining agreements favors neither group of employees.[9]

2. Employer preference and past practice

*a. Home Depot project*

A witness for the Employer stated that the Employer's preference is to have the disputed work relating to the Co-Ray-Vac type heating system awarded to employees represented by Pipefitters.

The record reflects that where the connecting natural gas pipes to fuel the burners are installed by employees represented by Pipefitters, the Employer's past practice has been to use employees represented by Pipefitters to connect the reflecting shields and hang the units. Accordingly, employer preference and past practice favor an award of the disputed work to employees represented by Pipefitters.

*b. Bunzl-USA project*

A witness for the Employer stated that the Employer's preference is to have the disputed work awarded to employees represented by Pipefitters.

The record reflects that the Employer has installed similar air conditioning units in the past and where there is no duct work attached to the unit, as is the case at the Bunzl-USA project, the Employer's past practice has been to assign that work to employees represented by Pipefitters. Accordingly, employer preference and past practice favor an award of the disputed work to employees represented by Pipefitters.

*c. Fern Ridge Office project*

A witness for the Employer stated that the Employer's preference is to have the disputed work awarded to employees represented by Pipefitters.

The record reflects that the Employer's past practice has been to assign the installation of nonducted cooling units to employees represented by Pipefitters. Accordingly, employer preference and past practice favor an award of the disputed work to employees represented by Pipefitters.

[9] In finding that the factor of collective-bargaining agreements does not favor an award of the disputed work to employees represented by either the Pipefitters or Sheet Metal Workers, Member Brame considers only the Pipefitters' current collective-bargaining agreement and the Sheet Metal Workers' agreed-upon successor agreement. See *Laborers Local 210 (Concrete Cutting & Breaking)*, 328 NLRB No. 182, slip. op. at 2 (1999).

3. Area and industry practice

*a. Home Depot project*

The Employer presented evidence, through witness testimony, that both area and industry practice is to assign the installation of a Co-Ray-Vac type system, including the work in dispute, to employees represented by Pipefitters. Accordingly, we find that the factor of area and industry practice favors an award of the disputed work to employees represented by Pipefitters.

*b. Bunzl-USA project*

The Employer presented evidence**,** through witness testimony, that both area and industry practice is to assign the installation of nonducted air conditioning units to employees represented by Pipefitters. Accordingly, we find that the factor of area and industry practice favors an award of the disputed work to employees represented by Pipefitters.

*c. Fern Ridge Office project*

The Employer presented evidence, through witness testimony, that both the area and industry practice is to assign the installation of nonducted cooling units to employees represented by Pipefitters. Accordingly, we find that the factor of area and industry practice favors an award of the disputed work to employees represented by Pipefitters.

4. Relative skills

With respect to each jobsite, the record shows that both employees represented by Pipefitters and employees represented by Sheet Metal Workers possess the necessary skills to perform the work in dispute. Accordingly, this factor does not favor an award of the work to either group of employees.

5. Economy and efficiency of operations

*a. Home Depot project*

The Employer presented evidence that it is more economical and efficient to assign the disputed work to employees represented by Pipefitters. A witness for the Employer testified that, when employees represented by Pipefitters install and connect the natural gas pipes with seals, they may also position the units to benefit the pipe location, thereby improving economy and efficiency.

Accordingly, we find that the factor of economy and efficiency of operations favors an award of the disputed work to the employees represented by Pipefitters.

*b. Bunzl-USA project*

The Employer presented evidence that it is more economical and efficient to assign the disputed work to employees represented by Pipefitters. A witness for the Employer testified that it is more efficient to use employees represented by Pipefitters because condensate lines attached to the unit are installed by employees represented by Pipefitters; employees represented by Pipefitters check the operation of the unit at start up; and, therefore, only one crew would be required.

Accordingly, we find that the factor of economy and efficiency of operations favors an award of the disputed work to employees represented by Pipefitters.

*c. Fern Ridge office project*

The Employer presented evidence, through witness testimony, that it is more economical and efficient to assign the disputed work to the employees represented by Pipefitters because employees represented by Pipefitters install condensate lines attached to the unit; employees represented by Pipefitters check the operation of the unit at start up; and, therefore, only one crew would be required.

Accordingly, we find that that the factors of economy and efficiency of operations favors an award of the disputed work to the employees represented by Pipefitters.

6. Interunion agreements

The record includes a 1956 agreement between the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry and the Sheet Metal Workers' International Association. The record also includes an April 5, 1966 addendum to the 1956 interunion agreement.

Article 1, Section 2 of the 1956 interunion agreement states:

> The installation of completed and/or knock down package type heating and cooling units consisting of fans, filters, refrigeration condensing units, and dampers, with heating coils and/or cooling coils assembled therein, whether or not in connection with a duct system, shall be unloaded and installed by a composite crew consisting of an equal number of [employees represented by Sheet Metal Workers and employees represented by Pipefitters], with the understanding that the [employees represented by Sheet Metal Workers] shall install any duct work in connection with the unit and [employees represented by Pipefitters] shall install all piping in connection with the units.

There is no conclusive evidence as to whether the 1956 interunion agreement covers the disputed work at the Home Depot jobsite, the Bunzl-USA jobsite, or the Fern Ridge office project jobsite. In addition, the record does not show that the Employer has agreed to be bound by the agreement between the Unions, or that the area and industry practice in fact conforms to the terms of the agreement. Accordingly, the 1956 interunion agreement between Sheet Metal Workers and Pipefitters does not favor an award of the disputed work at any of the jobsites to either group of employees.[10]

[10] The 1995 National Joint Adjustment Board (NJAB) decision also referred to by Sheet Metal Workers involved a different employer and a different dispute from the disputes in the instant case. Further, there is no evidence that Pipefitters agreed to be bound by that NJAB decision. Accordingly, the 1995 NJAB award in an unrelated dispute involving a

### Conclusions

After considering all of the relevant factors, we conclude that employees represented by Pipefitters are entitled to perform the work in dispute. We reach this conclusion relying on the factors of employer preference and past practice, area and industry practice, and economy and efficiency of operations.

In making this determination, we are awarding the work to employees represented by Pipefitters, not to that Union or its members.

### Scope of the Award

The Employer contends that, based on the actions of Sheet Metal Workers and the Board's decision in *Pipefitters Local 562 (Systemaire)*, supra, a broad order with respect to the installation of Co-Ray-Vac type units is necessary to avoid similar jurisdictional disputes in the future. Pipefitters contends that, based on the actions of Sheet Metal Workers and the Board's decision in *Systemaire,* supra, the Board should issue a broad order with respect to the disputed work, particularly the Co-Ray-Vac installation to avoid similar jurisdictional disputes in the future.

The Board customarily declines to grant an areawide award in cases in which the charged party represents the employees to whom the work is awarded and to whom the employer contemplates continuing to assign the work. See, e.g., *Laborers Local 243 (A. Amorello & Sons)*, 314 NLRB 501, 503 (1994); *Laborers (Paul H. Schwendener, Inc.)*, 304 NLRB 623, 625–626 (1991). Accordingly, we shall limit the present determination to the particular controversies that gave rise to these proceedings.

different employer does not favor an award of the disputed work to either group of employees.

### DETERMINATION OF DISPUTES

The National Labor Relations Board makes the following Determination of Disputes:

Employees of Charles E. Jarrell Contracting Company, Inc. represented by United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 562, AFL–CIO, are entitled to perform the work of installing reflector shields and hangers of the Co-Ray-Vac type heating system at the Home Depot project in Brentwood, Missouri.

Employees of Charles E. Jarrell Contracting Company, Inc. represented by United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 562, AFL–CIO are entitled to perform the installation of a small, ceiling mounted, self-contained, factory assembled, nonducted air conditioning unit at the Bunzl-USA project in St. Louis County, Missouri.

Employees of Charles E. Jarrell Contracting Company, Inc. represented by United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 562, AFL–CIO, are entitled to perform the installation of a small, floor mounted, self-contained, factory assembled, nonducted air conditioning unit at the Fern Ridge Office project in Creve Coeur, Missouri.